THE STATE OF TEXAS

COUNTY OF HARRIS

BID # LC-R-0734-067-20990

ORDINANCE # 06-1094

CONTRACT # 460000 71 73

I. PARTIES

A. <u>Address</u>

THIS AGREEMENT FOR Cleaning & Janitorial Services for Special Events ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC. ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director of Convention & Entertainment Department City of Houston P.O. Box 1562 Houston, Texas 77251

The Parties agree as follows:

B. <u>Table of Contents</u>

This Agreement consists of the following sections:

Contractor

Aramark Sports and Entertainment Services, Inc. 1101 Market Street Philadelphia, PA 19107

Contact: David Waddell

Phone: (215) 238-3697

Fax: (215) 413-4121

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- A. DEFINITIONS
- B-1. SCOPE OF SERVICES
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- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. PERFORMANCE BOND

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. <u>Controlling Parts</u>

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. <u>Definitions</u>

Certain terms used in this Agreement are defined in Exhibit "A".

F. <u>Signatures</u>

The Parties have executed this Agreement in multiple copies, each of which is an original.

	ari original.
ATTEST/SEAL (if a corporation): WITNESS (if not a corporation):	Aramark Sports and Entertainment Services, Inc.
By: Name: Megan Timmins Title: Soort	By: Della III
Title: Secretary	Name: Mr. Dave A. Waddell Title: Vice President Federal Tax ID Number: 23-16642332
ATTEST/SEAL: City Secretary	CITY OF HOUSTON, TEXAS Signed by: Mayor Mayor
APPROVED: Allani SWill City Purchasing Agent	City Controller Muselline St. appel
	DATE COUNTERSIGNED:
This Contract has been reviewed as to form by established Legal Department criteria. The Ldocuments.	the undersigned legal assistant and has been found to meet legal Department has not reviewed the content of these
<u>/0 -/0 -06</u> Date	Legal Assistant

II. DUTIES OF CONTRACTOR

A. <u>Scope of Services</u>

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibits "B-1" and "B-2."

B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. <u>INDEMNIFICATION</u>

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. <u>INDEMNIFICATION PROCEDURES</u>

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) <u>Defense of Claims</u>

- (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) <u>Continued Participation</u>. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations

that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. <u>Insurance</u>

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(3) Automobile Liability insurance

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If

Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. <u>Licenses and Permits</u>

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. <u>Compliance with Equal Opportunity Ordinance</u>

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. <u>MWBE Compliance</u>

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 25 % of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's

Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. <u>Drug Abuse Detection and Deterrence</u>

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - (a) a copy of its drug-free workplace policy,
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions and,
 - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. <u>Environmental Laws</u>

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Performance Bond

The Contractor shall furnish and maintain a performance bond in the amount of \$1,500,000.00, renewable annually, during the initial three year contract term. If the City exercises its option to extend the agreement beyond the initial term of three years the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "I".

If the City exercises any option years, Contractor shall maintain a Performance Bond in the amount equal to \$1,500,000.00 for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "I" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

M. <u>Contractor's Performance</u>

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

N. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. <u>Taxes</u>

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will

furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. <u>Method of Payment</u>

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director,

showing the specific tasks completed in the preceding month and the corresponding prices. The City shall

make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. <u>Method of Payment - Disputed Payments</u>

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting

documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice.

The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is

settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a

special invoice for the disputed item only.

E. <u>Limit of Appropriation</u>

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the

provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI,

Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of

\$1,875,931.00 to pay money due under this Agreement (the "Original Allocation"). The

executive and legislative officers of the City, in their discretion, may allocate supplemental funds

for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to

the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the

City Controller to Contractor and where appropriated, approved by motion, or ordinance of City

Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO:

[Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE:

[Date of notice]

SUBJECT:

Supplemental allocation of funds for the purpose of the"[title of this Agreement]" between the

City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of

\$______, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. <u>Changes</u>

At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO:

[Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE:

[Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
 - (a) Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City

Purchasing Agent's or Director's decision regarding a time extension is final.

- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. <u>Contract Term</u>

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent or the Director.

C. Renewals

Unless the Director sends written notice to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Agreement is automatically renewed for two (2) successive one-year terms upon the same terms and conditions. In the event that the City adopts a City-wide health insurance program applicable to City contracts after the effective date of this Agreement, any such renewal will be subject to a contract adjustment to conform with such program, including applicable changes in the contract price.

D. <u>Time Extensions</u>

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. <u>Termination for Convenience by the City</u>

The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written

notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. <u>Termination for Cause by City</u>

If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before

the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. <u>Termination for Cause by Contractor</u>

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

I. Surety Bond Renewals:

It is understood that a surety bond will be provided at least 30 days before end of contract term for the proper amount for the new contract term. Each bond will denote the contract term being guaranteed. Renewal of the contract by the method noted above does not obligate the existing surety company to provide a bond for the new contract term. Failure of the existing surety company to provide a bond for the new term does not constitute a default under the old contract or bond, but failure of the Contractor to obtain a substitute surety bond shall constitute a default against the Contractor; however, the City will not take action against the previous surety company.

V. MISCELLANEOUS

A. <u>Independent Contractor</u>

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. <u>Force Majeure</u>

- Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
- The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. <u>Severability</u>

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or

other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. <u>Notices</u>

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. <u>Inspections and Audits</u>

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its

books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. <u>Enforcement</u>

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. <u>Ambiguities</u>

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. <u>Parties In Interest</u>

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. <u>Successors and Assigns</u>

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. <u>Business Structure and Assignments</u>

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A" DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

- "Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.
- "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- "City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.
- "Contractor Administrator" means the representative of the Convention & Entertainment Department who is responsible for the administration for the Contract.
- "Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.
- "Contract Charges" means charges that accrue during a given month as defined in Article III.
- "Contract Term" is defined in Article IV.
- "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
- "Countersignature Date" means the date this agreement is countersigned by the City Controller.
- "Director" means the Director of the Convention and Entertainment Facilities Department, or the person he or she designates.
- "Effective Date" is defined as date contract is countersigned by the City Controller.
- "Governing Body" means the Mayor and City Council of the City of Houston.
- "Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.
- "Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B-1"

1.0 Scope of Work

- The Contractor shall furnish all the supervision and labor necessary to provide cleaning services 1.1 for special events for the Department's facilities (the "Facilities"): the George R. Brown Convention Center, the Wortham Theater Center, Jones Hall for the Performing Arts, Houston Center For The Arts, the Miller Outdoor Theatre, the Greater Houston Convention & Visitors Bureau ("GHCVB") Offices and Visitors Center located at City Hall, Talento Bilingue de Houston, and the Theater District Parks: the exterior grounds outside the Wortham Theater Center (Sesquicentennial Parks I and II, and Fish Plaza), Jones Plaza (a park across the street from Jones Hall), Root Memorial Square Park, a park bordered by Clay, Bell, Austin and La Branch streets, the Sweeney Clock, the Hanging Tree, Cotswold Fountain, and the Albert Thomas office at Bayou Place, all located in downtown Houston. 1.2
- Note: Due to the unique requirements of the Miller Outdoor Theatre, the scope of services for Miller Outdoor Theatre is attached as Exhibit "B-2." Any provisions of this Exhibit "B-1" that are not in conflict with Exhibit "B-2" also apply to the Miller Outdoor Theatre (e.g., Liquidated Damages, Additions and Deletions, Change Order, Minimum Wage).

Personnel Requirements

- The Contractor shall provide the following employees defined below on short notice to augment 2.1 the City's personnel resources: 2.1.1
 - Supervisors
 - 2.1.2 Cleaning Personnel
 - Furniture Repair Personnel 2.1.3
 - 2.1.4 Special Project Personnel
 - 2.1.5 Floor Care Personnel
 - 2.1.6 **Equipment Setup**
- 2.2 The Contractor shall provide from one (1) to twenty (20) additional personnel per shift upon four (4) hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor. The Contractor shall provide from one (1) to five (5) supervisors per shift, and one (1) furniture repair employee per shift upon four (4) hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor. 2.3
- A shift is defined as a scheduled eight (8) hour work period. 2.4
- The Contractor shall provide from twenty-one (21) to fifty (50) additional personnel, from six (6) to ten (10) supervisors, and two (2) furniture repair personnel per shift upon twelve (12) hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director 2.5
- The Contractor shall provide fifty-one (51) to one hundred and fifty (150) additional personnel, from eleven (11) to twenty (20) supervisors, and two (2) furniture repair personnel per shift upon forty-eight (48) hour notification, unless a shorter or longer period of time is mutually agreed
- 2.6 For supervisory personnel, the Contractor shall use only personnel having specific skills and training required to accomplish the duties required as mutually agreed with the Department. Training Program must include Customer Service Training and must be approved by the 2.7
- For all personnel, the Contractor shall use only personnel capable of comprehending and executing instructions as they relate to the duties required by the Department.

- For Furniture Repair Personnel, the Contractor shall use only personnel trained and skilled in minor repairs to furniture and fixtures including but not limited to the following, with parts, materials and supplies furnished by the Department.
 - 2.8.1 Formica Tables (Square and Round)
 - 2.8.2 Staging and Risers
 - 2.8.3 Office Desks and Credenzas
 - 2.8.4 Stacking Chairs
 - 2.8.5 Cushioned and Upholstered Chairs and Sofas
 - 2.9 Two full-time furniture repairpersons are required at the George R. Brown Convention Center.
 - 2.10 For Floor Care Personnel, the Contractor shall use only personnel trained and skilled in floor care and minor flooring repairs, which include, but are not limited to, care and replacement of the following flooring materials furnished by the Department.
 - 2.10.1 Carpet
 - 2.10.2 Vinyl Composition Tile
 - 2.10.3 Granite
 - 2.10.4 Concrete
- 2.11 Special Finishes: City supervisor approval of cleaning materials is required before handling special finishes such as teak, brass, and marble.
- The Contractor is to dedicate, at no expense to the City, a full-time Project Manager to have an office in one of the Department Facilities designated by the Director for the term of this Contract. The Project Manager must have at least five (5) years experience commensurate with the requirements of this Contract.
- 2.13 The Director reserves the right to interview the final candidates for the Project Manager position and offer his or her recommendation as to the Contractor's selected Project Manager.
- 2.14 The Contractor will be expected to provide at least two (2) personnel per shift at the George R. Brown Convention Center that are trained to operate forklifts, scrubbing machines and other vehicles necessary to complete the assigned tasks. Contractor shall ensure that all persons operating forklifts have been through an approved forklift training class and have received certification prior to operating vehicles.
- 2.15 Contractor shall fill vacated Customer Service Representative (CSR) positions in a timely manner.
- A minimum of three (3) Customer Service Representatives for Theater District Facilities and three (3) Customer Service Representatives for the George R. Brown Convention Center (one (1) per shift) must be assigned to the Department to handle all needs, facilitate communication, and ensure quality of services. The representatives must maintain an office on a forty (40) hour per week basis at locations, hours and days specified by the Director. The representatives or persons handling the representatives' responsibilities must be available by telephone twenty-four (24) hours a day to handle requests for services. If the assigned individuals are replaced, the Director must be notified in writing immediately. Customer Service Representatives must supervise all events and/or activities as mutually agreed upon by the Director and the Contractor.
- Office furniture, equipment, and supplies for Contractor's office(s) including telephone service are at the Contractor's expense and shall not be billed to the City. Contractor will be expected to provide at least two (2) personnel per shift, as deemed necessary by the Director, to perform special projects related to cleaning that include, but are not limited to, the cleaning, wiping and

dusting of beams, trusses, fixtures, columns and ceilings all at a height of up to 35' using personnel lifts, special "detailing" of facility areas, and other cleaning projects required on an as needed basis.

3.0 Contractor's Responsibilities

- 3.1 The responsibilities of the Contractor's Project Manager include but are not limited to the following:
 - 3.1.1 Supervision of Contractor's Customer Service Representatives and employees.
 - 3.1.2 Develop, implement and manage an organized system for all personnel to ensure compliance with this Contract and provide quality assurance.
 - 3.1.3 Develop familiarity with the industries that comprise the Department's clients, i.e., conventions, trade shows, the performing arts, concerts, etc. The Project Manager shall attend events at all Facilities to assess actual practices of operations on a quarterly basis. The Facility Managers will provide the Project Manager with access to events for this purpose at no cost to the Contractor.
 - 3.1.4 Develop with the Department's Maintenance Supervisors and Custodian Leaders an efficient and effective maintenance operation.
 - 3.1.5 Provide documentation of on-going written and oral training programs in state-of-the-art cleaning techniques, customer service, and safety for Contractor's personnel.
 - 3.1.6 Must be on call twenty-four (24) hours a day to handle Department requests.
 - 3.1.7 Must ensure that labor staff does not use the stairwells or leaseable areas of the Facility for rest or lunch breaks.
- 3.2 Responsibilities of the Customer Service Representatives include but are not limited to the following:
 - 3.2.1 Scheduling personnel as requested by the Department.
 - 3.2.2 Ensuring proper clock in and clock out procedures for Contractor's personnel.
 - 3.2.3 Accounting for all personnel on duty within five (5) minutes prior to start time when requested by the Department.
 - 3.2.4 Attending Facility staff meetings held by the Department.
 - 3.2.5 Ensuring good quality performance by Contractor's personnel.
 - 3.2.6 Implementing and monitoring security procedures for Contractor's personnel and compliance with security procedures established by the Department.
 - 3.2.7 Maintaining a well-groomed, neat attire and professional manner at all times when on duty in the Facilities.
 - 3.2.8 Ensuring that Contractor's personnel meet agreed standards.
 - 3.2.9 Ensuring that inefficient and ineffective personnel are terminated upon notification.
 - 3.2.10 Being present at event location or in the area prior to and during the opening of each

event to ensure the quality of staff, cleaning and maintenance of all events and/or large function and meeting room events at the Facilities.

- 3.3 Customer Service Representatives and all Contractor's personnel shall follow the instructions of all Department employees in the position of Maintenance Supervisor or Custodial Leader and above.
- 3.4 At least one Customer Service Representative shall be on site in the George R. Brown Convention Center during each and every shift.
- 3.5 The Contractor shall establish and maintain records for all requests submitted by the Department and invoices sent to the City for payment. All records shall be kept at a location suitably accessible to City representatives and other authorized individuals as required in the "Audit and Inspection" Section V.I of this Contract. The City shall have the right to inspect and audit all such records at its own expense.
- 3.6 The Contractor shall acknowledge that the Department will act as an exclusive ordering agent for this Contract. Any orders from departments other than the Department will not be honored by the Department.
- 3.7 The Contractor must provide the Department with a twenty-four (24) hour a day, seven (7) days per week telephone answering service, or phone numbers for contacting the Contractor at any time.
- 3.8 The Contractor shall provide confirmation in person or by phone to the Department with the name(s) of personnel who will report for the assignment with the City of Houston. This confirmation must take place prior to the time the Contractor's personnel are to report for work assignments.
- 3.9 The Contractor shall provide a time clock for use by its personnel and provide the attendance documents to the Department as requested.
- 3.10 The Department will provide the Contractor's Customer Service Representatives a verbal or written list of anticipated duties the required Contractor's personnel are to be capable of providing. Examples of some typical duties are listed in Section 4.0. Such responsibilities can be general in nature such as porter or maid service, but must be defined in such a way that the Contractor will be able to provide personnel with the proper training and work skills.
- 3.11 The Department shall have the right to set the hours and times services are required. These times shall not be limited to a certain time period during the day. Requirements for services may be scheduled at any time during the day or night, weekends and/or holidays. Under certain circumstances due to extra labor needed for special projects or large events, Contractor's employees may work a maximum of eight (8) hours overtime in one week in the place of an extra labor persons, but only if approved in advance by the Director's designee.
- 3.12 The Contractor's Supervisors shall have the responsibility for explaining tasks and assignments to the Contractor's personnel or to relieve or replace such personnel as necessary.
- 3.13 The Contractor and its subcontractor(s) shall prepare their personnel's payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, State and local laws.
- 3.14 The Contractor's personnel are not employees of the City of Houston and shall not be considered as such, nor be entitled to benefits and provisions which are due employees of the City of Houston.

- 3.15 Prior to employment and as requested by the Director's designees, Contractor shall perform all necessary drug testing and national criminal background checking on all its regular full-time and part-time employees, including employees provided by subcontractor(s). The personnel or applicants' skills and criminal background checks must be verified by the Contractor at no expense to the City. The criminal background checks may include Federal Bureau of Investigation ("FBI") latent fingerprint matching and a National Criminal Database Search.
- 3.16 Upon Director's request, Contractor must provide documentation showing that the criminal background checks were conducted. Failure to strictly comply with this requirement is grounds for immediate termination of the Contract.
- 3.17 The City reserves the right to conduct additional background checks as deemed advisable for special events.
- 3.18 CONTRACTOR SHALL REPLACE ANY PERSONNEL IMMEDIATELY UPON WRITTEN NOTIFICATION FROM THE DIRECTOR STATING THAT THEY ARE UNSATISFACTORY. CONTRACTOR SHALL RE-DO ANY WORK THE DIRECTOR DEEMS UNSATISFACTORY BY WRITTEN NOTICE TO CONTRACTOR, AT NO ADDITIONAL CHARGE TO THE CITY.
- 3.19 The City reserves the right to instruct the Contractor to remove and immediately replace unsatisfactory personnel from specific tasks or from working on this Contract upon receiving notice from the Department.
- 3.20 The Contractor must provide personnel with acceptable dress, personal hygiene, reliability, punctuality, honesty, proper work habits, and proper behavior in accordance with the needs of the Department, for all events.
- 3.21 The Contractor must provide personnel who are familiar with the Facilities and Facility layout to which they are assigned. The Contractor must develop and use a written orientation program approved by the Director to be used as a handout, specific to each Facility location.
- 3.22 When new personnel are provided, the Contractor is to conduct an eight (8) hour minimum indoctrination of the particular Facility layout and proper use of equipment. Contractor's safety policies shall include, but are not limited to, back injury prevention techniques and proper application of cleaning chemicals and established cleaning techniques. Training shall be done at the Contractor's cost, prior to the new personnel commencing with work assignments. The format of such training must be approved in advance by the Director. Documentation of training performed must be provided to Director. The Department may provide Facility floor plans.
- 3.23 At no expense to its employees, Contractor shall provide five (5) sets of complete everyday uniforms and two (2) sets of complete formal uniforms, as described in the sections below, selected and required by the Department, for each Contract employee.
- 3.24 Employees assigned to Theater District Parks will not need formal uniforms. Uniforms shall be first quality, clean and pressed, of good appearance and free from foreign matter, stains, burns, scorched spots, tears or holes and excessive visible mending. Contractor and its subcontractor(s) shall clean the uniforms at their expense and shall not charge their employees for the cost of the uniforms or the cost of cleaning the uniforms, with the exception of uniforms that are lost or stolen. At some Facilities, the employees may clean their own uniforms, with the Facility Manager's advance approval.

 The Bidder must provide photographs and specifications of the uniforms with its bid.
- 3.25 Employees working regular daily schedules shall wear the uniforms required and selected by the Department as described below. All temporary labor and personnel hired by the Contractor and its subcontractor(s) shall also be required to wear the same uniforms. If logos are required, the uniforms must include only the Facility logo, not Contractor's logo. Shoes must be

clean, appropriate black work shoes. The successful bidder, "Contractor," shall provide samples of its uniforms to the Director's designees prior to commencement of services under the Contract.

3.26 Formal Uniforms

During certain special events at the George R. Brown Convention Center and all theater performances, the Contractor shall provide a more formal uniform of corporate quality. This uniform shall consist of a corporate quality long sleeve white dress shirt, black dress slacks, black dress shoes (no tennis shoes), and a black clip-on bow tie. A white long-sleeved dress shirt meeting minimum specifications shall be of a polyester/cotton blend broadcloth fabric (3.1 oz.) with durable press finish. The design shall be banded collar with neat points, permanent collar stays, 1/4" top-stitching on collar and cuffs, two hemmed spade-style pockets with triangular bartacks, center pleat placket, two-piece shoulder yoke, seven (7) buttons with vertical buttonholes, and barrel style lined cuffs with rounded corners. Dress slacks meeting minimum specifications shall be of 100% texturized polyester plain weave with Visa soil release finish (7 oz.), of straight leg model, zipper fly front, two (2) quarter top and two (2) quarter top and two (2) set-in single welted hip pockets, fused waistband with 5 to 7 belt loops. The black bow tie meeting minimum acceptable requirements shall be of a smooth polyester blend fabric, pre-formed and having a clip-on attachment. All uniforms shall be identical for all personnel on duty (i.e. long sleeves, short sleeves). Theater event supervisors must wear black blazers with Facility logo on the breast pocket.

3.27 <u>Uniform Specifications for the George R. Brown Convention Center</u>

- 3.27.1 Uniforms for the George R. Brown Convention Center shall consist of Cintas blue/white pin stripe color #22 model #828 shirts, Cintas navy blue pleated pant color #20 model #945, black belt, and Cintas navy jacket color #20, model #677.
- 3.27.2 Men's/Women's Cintas navy pleated pant color #20 model #945
- 3.27.3 Men's/Women's Cintas Black 2 inch belt
- 3.27.4 Men's/Women's Cintas blue/white pin stripe color #22 model #828
- 3.27.5 Men's/Women's Cintas navy jacket color #20 Model #677
- 3.27.6 (* Stock numbers for uniforms available from Cintas Uniform Company.)

3.28 Houston Center for the Arts Uniforms

3.28.1 At the Houston Center for the Arts, the Contractor shall provide each employee with five (5) non-event uniforms and two (2) event uniforms.

3.28.2 Non-Event Uniform

3.28.2.1	Cintas Oxford cloth button-down shirt, short sleeve, Navy
3.28.2.2	Cintas Pleated work pant, Khaki
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3.28.2.3 Dress uniform belt

3.28.3 Event Uniform

3.28.3.1 3.28.3.2 3.28.3.3	Cintas Oxford cloth button-down shirt, long sleeve, White Cintas Pleated work pant, Black Dress uniform belt
3 28 3 4	Fach ampleyed abotton to the

3.28.3.4 Each employee shall wear black shoes and black socks with the event uniforms.

3.28.3.5 Contractor shall ensure that uniforms are cleaned on a weekly basis.
 3.28.3.6 Contractor's employees must be in proper dress at all times when on property.
 3.28.3.7 The Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel for emergency purposes. These uniforms will be kept on-site.

3.29 Theater District Parks Uniforms

3.29.1 For Theater District Parks, Contractor shall provide the following uniforms to its employees, including subcontractor employees:

3.29.2 Shirts

3.29.2.1 10 pr.-"100%" cotton "Club Classic" golf shirts / with a pocket Color-Burgundy

3.29.3 Slacks

3.29.3.1	10 pr "Aviator Cargo" pants
3.29.3.2	6 prCargo Pants
3.29.3.3	prCargo shorts
3.29.3.4	Color-Khaki

3.29.4 Outerwear for Winter

3.29.4.1	2-"Systems" Parkas
	Color: Deep Teal (dark greenish blue)/Black

3.29.4.2 2-"Systems" Jackets
Color: Deep Teal (dark greenish blue)/Black

3.29.4.3 The 100% cotton shirts are for comfort in the spring and summer months. The cargo shorts are also for the summer.

3.29.4.4 The "systems" jackets are for outerwear during the fall and winter. The "systems" parkas are for extreme or excessively cold weather.

3.30 <u>Uniforms for Wortham Theater Center, Jones Hall, Talento Bilingue de Houston, and GHCVB Offices and Visitors Center</u>

3.30.1 The Contractor and its subcontractor(s) shall provide each employee with five (5) non-event uniforms and two (2) event uniforms.

3.30.2 Non-Event Uniform

3.30.2.1	Cintas Oxford cloth button-down shirt, short sleeve, white (color 92)
3.30.2.2	Cintas Pleated work pant, navy (color 20)
3.30.2.3	Dress uniform belt

3.30.3 Event Uniform

- 3.30.3.4 Clip-on bow tie
- 3.30.3.5 Each employee shall wear black shoes and black socks with the event uniforms. Contractor shall clean these uniforms on a weekly basis. Contractor's employees, including employees provided by Contractor's subcontractor, must be in proper dress at all times when on property.
- 3.30.3.6 The Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel for emergency purposes. These uniforms will be kept on-site.
- 3.30.3.7 Director may request a change in uniform specifications by sending a written notice to Contractor. Any uniform changes will be of similar costs to existing specifications. Contractor shall bear the costs associated with any change in uniform specifications.
- 3.31 Contractor must provide at no expense to the City, photo-bearing identification badges to be worn at all times by all of its regular employees (personnel working at least sixteen (16) hours or more per week), and badges numbered from one (1) to one hundred (100) to be worn at all times by all of its temporary personnel, which include subcontractor personnel. The numbered badge must be logged daily, so identity can be traced if necessary. The George R. Brown Convention Center and the Wortham Theater Center will provide Contractor's employees with photo i.d. badges at no cost to Contractor. Contractor will be responsible for the cost of replacing lost badges, at \$10.00 per badge.
- 3.32 The Department reserves the right to shift, allocate or reallocate Contractor's personnel, including subcontractor personnel, performing services under this Contract to any Facilities or locations required by the Department. Additionally, any of Contractor's employees, including subcontractor employees, whose employment is terminated at any Facility under this Contract shall not be re-assigned to any other City facility.
- 3.33 The City of Houston shall furnish any and all necessary equipment and supplies required to perform the event cleaning and equipment maintenance/repair services. The Contractor shall be responsible for the repair and/or replacement of any furniture fixtures, equipment, or other items stolen or damaged by the Contractor's personnel.
- Contractor shall furnish his employees with hand held, two-way radios. These radios must operate on the same frequency as the Department's radios and must be in working condition at all times. The Contractor shall furnish a minimum of twelve (12) operating two-way radios with hand sets at the at the George R. Brown Convention Center, two (2) radios at Jones Hall, and two (2) radios at the Wortham Theater Center. Contractor shall provide one (1) pager for the GHCVB offices and visitors center. Contractor shall also provide a total of at least eight (8) pagers, for the Customer Service Representatives. The Contractor shall be responsible for the service of the two-way radios and pagers. Extra batteries must be available also; they can be replaced at shift change. Additionally, Contractor shall provide three (3) Nextel cell phones at the GRBCC for the Customer Service Representatives.
- 3.35 The Contractor is required to offer employment and agrees to hire and utilize personnel from the previous cleaning service upon request of the Department. Only top quality employees will be recommended for hiring by the Contractor.
- 3.36 The Contractor must distribute all payroll checks earned by its personnel assigned to any Facility at a location other than any Facility included in this Contract. All such payroll checks must be distributed by a representative of the Contractor other than one of the Customer Service Representatives on duty under the terms of this Contract. Contractor shall distribute payroll checks to its employees no later than 3:00 p.m. on each regularly scheduled payday, at

least every other week on Friday. If the payroll checks are drawn upon insufficient funds, or are distributed late on more than one occasion, either by Contractor or Contractor's subcontractor, the Director may terminate the Contract by sending written notice to Contractor. Additionally, if Contractor or Contractor's subcontractor is late distributing payroll checks or issues payroll checks drawn upon insufficient funds, Contractor shall remedy such errors and shall pay liquidated damages as specified herein. If Contractor or its subcontractor knowingly issues checks drawn upon insufficient funds, it may face criminal penalties as well. Contractor and its subcontractor(s) shall keep accurate records of the time its employees work and all employees' paychecks shall include any and all amounts, including overtime, owed to the employees for the applicable pay period. Contractor shall be responsible for ensuring that its subcontractor complies with all requirements of this section.

4.0 Schedule of Duties includes, but is not limited to, the following:

4.1 George R. Brown Convention Center:

4.1.1	Lobbies: 4.1.1.1 4.1.1.2 4.1.1.3 4.1.1.4 4.1.1.5 4.1.1.6	Seal and maintain granite floors. Vacuum, sweep, mop, etc. Set out and empty waste containers, ashtrays, sand urn, etc. Clean trash from floor, counters, tables, etc. Dusting supports, column supports, and air ducts on registration level. Clean lockers after every event.
4.1.2	Exhibit Hall: 4.1.2.1 4.1.2.2 4.1.2.3 4.1.2.4 4.1.2.5 4.1.2.6 4.1.2.7 4.1.2.8 4.1.2.9	Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required. Clean and maintain restrooms. Mop, sweep, scrub, vacuum (if applicable) floors. Remove trash from floors. Locate and remove trash containers. Vacuum, mop, wax, etc., exhibitor booths that contract for that service. Monitor entire exhibit area for trash, spills, and general cleanliness (VERY IMPORTANT). Dust and clean blue column supports. Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.
4.1.3	Meeting Room 4.1.3.1 4.1.3.2 4.1.3.3 4.1.3.4 4.1.3.5 4.1.3.6 4.1.3.7 4.1.3.8	Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required. Replace and glue carpet squares as necessary. Open and close divider wall partitions. Wipe down walls. Dust, mop, vacuum, etc. Shampoo carpets (spots and preventive maintenance). Clean and maintain restrooms. Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.

4.1.4 Permanent Seating Areas:

· Office	ocating Areas.
4.1.4.1	Dust, wipe down and clean seats.
4.1.4.2	Sweep, mop, vacuum, etc., aisles.
4.1.4.3	Pickup trash in aisles.
4.1.4.4	Shampoo seats when necessary.

4.1.5	4.1.5.1 4.1.5.2 4.1.5.3 4.1.5.4 4.1.5.5 4.1.5.6	Seal and maintain granite floors. Clean public areas. Sweep and mop floors inside and out. Pick up trash inside and out. Power spray outside sidewalks, doors, docks, etc. Clean windows and doors.
4.1.6	Restrooms	- Approximately Twenty-eight (28) sets of restrooms
	unougnout	trie raciiity:
	4.1.6.1	Seal and maintain tile floors.
	4.1.6.2 4.1.6.3	Mop, sanitize, scrub, etc., floors.
	4.1.6.4	Wipe down, wash and remove graffiti from walls, doors and partitions.
	4.1.6.5	remove trash and empty containers.
	4.1.6.6	Provide porter service when appropriate and/or requested. Stock restrooms with the appropriate materials.
	4.1.6.7	Clean and polish mirrors and glass.
	4.1.6.8	Plunge toilets as necessary.
4.1.7	Service Corr	ridors, Storage Rooms, Concourse, Stairwells, etc.:
	4.1.7.1	Sweep, mop, vacuum, etc., floors.
	4.1.7.2	Maintain these areas in a safe and clean manner.
	4.1.7.3 4.1.7.4	Remove trash.
	7.1.7.4	Shampoo carpets (spot and preventive maintenance).
4.1.8	Show Offices	S:
	4.1.8.1	Spot clean scuff marks on painted walls.
	4.1.8.2	Vacuum and shampoo carpet.
	4.1.8.3	Dust and polish furniture.
	4.1.8.4	Supply water pitchers and glasses as needed and requested
	4.1.8.5	Empty waste containers daily.
	4.1.8.6	Continuously clean and stock restrooms in these areas.
	4.1.8.7 4.1.8.8	Clean windows daily.
	4.1.0.0	Clean vents, drains, and light fixtures.
4.1.9	Ticket Booths	S:
	4.1.9.1	Clean booths before and after events.
	4.1.9.2	Clean windows before events.
•	4.1.9.3	Empty trash from containers.
4110	Elevators and	+ Ecoeletere
7.1.10	4.1.10.1	
	4.1.10.2	Sweep, vacuum, wipe down, clean, etc.
	4.1.10.3	Maintain cleanliness in freight elevators. Clean and polish stainless steel on passenger escalators.
4.1.11 §	<u>Steel Structur</u>	e and Mechanical Air Ducts:
4	11111	Dust and wine down all to
	4.1.11.1	bust and wipe down all truss areas as needed, working at heights up to
	+. 1. 1 1. 1	Dust and wipe down all truss areas as needed, working at heights up to 35' above the floor.
<u>4110</u>		33 above the floor.
4.1.12 <u>(</u>	<u> Dutside Buildi</u>	ing and Parking Lots:
4	<u>Dutside Buildi</u> 1.1.12.1	ing and Parking Lots: Remove all trash and debris from all sidewalk and entrance locations
4	<u> Dutside Buildi</u>	ng and Parking Lots: Remove all trash and debris from all sidewalk and entrance locations. Power spray sidewalk, and back dock areas to remove stains, chewing
4	<u>Dutside Buildi</u> 1.1.12.1	ng and Parking Lots: Remove all trash and debris from all sidewalk and entrance locations. Power spray sidewalk, and back dock areas to remove stains, chewing gum, etc.
4	<u>Dutside Buildi</u> 1.1.12.1 1.1.12.2	ng and Parking Lots: Remove all trash and debris from all sidewalk and entrance locations. Power spray sidewalk, and back dock areas to remove stains, chewing

4.1.12.6 Remove all trash and maintain all parking lot areas. 4.1.13 Exhibit Booth Cleaning 4.1.13.1 Remove chairs from booth. 4.1.13.2 Sweep edges with house broom. 4.1.13.3 Set trash can outside of booth. Use upright vacuum cleaner, starting at the back of booth and vacuuming 4.1.13.4 out. 4.1.13.5 Do not leave any footprints on carpet. Replace chairs and re-vacuum footprints. 4.1.13.6 4.1.13.7 Lay cone down for inspection. Do not touch or remove any of exhibitors' belongings. 4.1.13.8 4.1.14 Cleaning of Exhibit Hall Prior to Show Opening 4.1.14.1 Empty all trash before show opens. Vacuum all carpeted areas before show opens. 4.1.14.2 4.1.14.3 Clean and vacuum registration area. Concession area: straighten chairs and tables, sweep floor, mop up any 4.1.14.4 spills. 4.1.14.5 Sweep lobbies. Check for dust on columns and fire extinguisher boxes. 4.1.14.6 4.1.15 Cleaning During Show 4.1.15.1 Keep trash cans empty. Use broom and dust pan to keep public areas (aisles, entrances, 4.1.15.2 concession areas, restrooms, registration desks, and loading docks) free of trash. Keep mops available to mop up spills when necessary. 4.1.15.3 Wortham Theater Center, Jones Hall, Houston Center for the Arts, Theater District Parks, Talento Bilingue de Houston, and GHCVB Offices and Visitors Center: 4.2.1 Lobbies: 4.2.1.1 Remove all litter. 4.2.1.2 Empty and wipe clean all waste and ash receptacles. Clean all railings, walls, and glass (including doors & easily accessed 4.2.1.3 windows). 4.2.1.4 Clean and polish all brass. Vacuum and shampoo all carpeted surfaces. 4.2.1.5 Clean elevator, escalator & handicapped lift surfaces including 4.2.1.6 thresholds. 4.2.1.7 Sweep terrazzo and stairwells. 4.2.1.8 Strip, seal and wax floors as directed. 4.2.1.9 Clean and polish drinking fountains Dust all surfaces of sculptures when needed (except Jones Hall - Gemini 4.2.1.10 Il Sculpture). 4.2.1.11 Dust accessible light fixtures. 4.2.2 Restrooms: 4.2.2.1 Empty, clean and sanitize all waste receptacles. Clean and sanitize all sinks, urinals, toilet bowls and fixtures; and clean 4.2.2.2 tops and underside of toilet seats. Clean lavatory fixtures, counter top surfaces, and stalls. 4.2.2.3 4.2.2.4 Mop and sanitize floors. 4.2.2.5 Stock all supplies.

4.2

4.2.2.6

4.2.2.7

Clean vents, drains and light fixtures.

Clean switch and electrical outlet covers, fixtures & mirrors.

	4.2.2.8	Plunge toilets as necessary.			
4.2.3	3 Permanent Seating Areas:				
	4.2.3.1	Sweep/mop aisles.			
	4.2.3.2	Vacuum/shampoo carpet.			
	4.2.3.3	Wipe down wall surfaces.			
	4.2.3.4	Vacuum, shampoo seating.			
	4.2.3.5	Dust accessible light fixtures.			
	4.2.3.6	Polish brass or other metal ornamentation.			
		rollsh brass of other metal ornamentation.			
4.2.4	Rehearsal S	Studio, Musician's Lounge, Locker Rooms and Hallways:			
	4.2.4.1	Remove all litter.			
	4.2.4.2	Strip, mop, wax and buff resilient floors.			
	4.2.4.3	Clean all walls, doors, and surfaces.			
	4.2.4.4	Clean vents, drains and light fixtures.			
	4.2.4.5	Clean and polish all mirrors and glass			
	4.2.4.6	Wash and sanitize all shower room walls, floors and fixtures.			
	4.2.4.7	Dust, wipe clean chairs, tables, furnishings, electrical outlets and switch			
		covers.			
	4.2.4.8	Clean light fixtures.			
	4.2.4.9	Place all waste and trash in leak-proof bags and transport to the location			
		designated by the City.			
4.2.5	Popontion I				
4.2.3	4.2.5.1	Halls and Kitchen:			
	4.2.5.1	Remove litter.			
	4.2.5.3	Sweep and damp mop all floors and steps.			
	4.2.5.4	Vacuum and shampoo all carpeted areas.			
	4.2.5.5	Clean, dust and polish all furniture.			
	4.2.5.6	Clean walls, doors, mirrors, and glass.			
	4.2.5.7	Empty and clean all waste and ash receptacles. Clean all kitchen appliances.			
4.2.6	Building Exte	erior and Grounds (as designated by Director):			
	4.2.6.1	Sweeping and high pressure washing of sidewalks, park benches			
		guiters, and reachable wall surfaces to remove stains and debris			
	4.2.6.2	Graffiti removal as required.			
	4.2.6.3	Trash pick-up.			
4.2.7	Dressing Roo	omo:			
7.2.7	4.2.7.1				
	1.22.7.1	Install, dismantle and/or set up chairs, tables, water pitchers and glasses, chalkboards, etc., as required.			
	4.2.7.2	Wipe down walls.			
	4.2.7.3	Dust, mop, vacuum, etc.			
	4.2.7.4	Clean showers, commodes, sinks and all first			
		Clean showers, commodes, sinks and all fixtures (See Restrooms).			
4.2.8	Entrances:				
	4.2.8.1	Clean public doors, glass, and frames.			
	4.2.8.2	Sweep floors inside and out.			
	4.2.8.3	Pick up trash inside and out.			
4.0.0	04 05				
4.2.9	City Offices (i	ncludes GHCVB Offices and Visitors Center):			
	4.2.9.1	Vacuum/shampoo carpet.			
	4.2.9.2	Dust and polish furniture.			
	4.2.9.3	Refill water pitchers and glasses as needed and requested.			
	4.2.9.4	Empty waste containers daily.			
	4.2.9.5	Clean windows daily.			

4.2.10	Box Office:	
	4.2.10.1	Clean booths before and after events (except those spaces occupied by
	4.2.10.2	the ticket office operators).
	4.2.10.3	Clean windows before events.
	4.2.10.0	Empty trash from containers.
4.2.11	Escalators and	d Elevators:
7	4.2.11.1	Sweep, wipe down, clean, etc.
4	4.2.11.2	Clean and polish stainless steel on all elevators.
4.2.12	Outside Buildir	ng and Parking Lots:
2	4.2.12.1	Remove all trash and debris from all sidewalk and entrance locations.
4	4.2.12.2	Power wash sidewalk, and back dock areas to remove stains, chewing
		gum, etc.
	4.2.12.3	Keep all lawn and garden areas free from trash.
	4.2.12.4	Clean and maintain all loading dock areas daily.
2	4.2.12.5	Remove all trash and maintain all parking lot areas.
4.2.13 <u>\</u>	Northam Gran	d Foyer and Rehearsal Rooms (City rehearsal rooms – one at Jones Hall
<u> </u>	and one at Wo	rtham Theater Center:
4	1.2.13.1	Replace and glue carpet squares as necessary
4	1.2.13.2	Install, dismantle and/or set up staging, chairs, tables, water pitchers, and
		giasses, chaikboards, etc. as required.
	1.2.13.3	Open and close divider wall partitions.
	1.2.13.4	Wipe down walls.
	1.2.13.5	Dust, mop, vacuum, etc.
	.2.13.6	Shampoo carpets (spots and preventive maintenance).
4	.2.13.7	Clean and maintain restrooms.
nina Dorfo		

5.0 Cleaning Performance Definitions and Standards for All Buildings

5.1 <u>Lobby Entrance Cleaning</u>

5.1.1 Sweeping and Dusting

- 5.1.1.1 Lobby and entrance floors will be clean and free of dirt streaks and there will be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- 5.1.1.2 Wads of gum, tar, and other sticky substances must be removed from the area.
- 5.1.1.3 Grills and woodwork will be dust-free after dusting. Dust must be removed, not merely pushed around.
- 5.1.1.4 There should not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth.
- 5.1.1.5 (George R. Brown Convention Center only) Clean lockers after every event.

5.1.2 Polishing and Wall Spotting

5.1.2.1 Doorknobs, push bars, kick plates, railings, doors, and other surfaces will be clean and polished to an acceptable luster.

	5.1.2.2	Drinking fountains will be clean and free of stains. The wall surfaces around the drinking fountains will be free of water spots and streaks.
	5.1.2.3	Wall surfaces up to standing height will be free of finger marks, smudges, and other dirt spots of any kind.
	5.1.2.4	Public telephones are to be clean and polished.
5.1.3	Mopping	
	5.1.3.1	Lobby and entrance floors will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after the mopping operation.
	5.1.3.2	Walls, baseboards, and other surfaces will be free of water marks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
	5.1.3.3	All surfaces will be dry and the corners and crevices clean after mopping.
5.1.4	Trash Remo	<u>oval</u>
	5.1.4.1	All wastepaper baskets will be empty and in place, clean and ready for use.
	5.1.4.2	All ashtrays will be emptied and in place, clean and ready for use.
	5.1.4.3	Ashes and trash bags, when filled, will be disposed of quickly.
	5.1.4.4	All trash cans will be emptied, cleaned, sanitized and polished before placing back in public view.
5.1.5	Sweeping ar	nd Vacuum Cleaning
	5.1.5.1	There should not be any dirt left in corners, under furniture, or behind doors.
	5.1.5.2	Baseboards, furniture, and equipment must not be disfigured or damaged during the cleaning operation.
	5.1.5.3	There should not be any dirt left where sweepings are picked up.
	5.1.5.4	Furniture and equipment moved during sweeping must be replaced.
	5.1.5.5	There must be no trash or foreign matter under desks, tables, or chairs.
5.1.6	<u>Dusting</u>	
	5.1.6.1	There will not be any dust streaks on desks or other office equipment.
	5.1.6.2	Woodwork, after being properly dusted, should appear bright.
	5.1.6.3	Corners and crevices should be free from any dust.
	5.1.6.4	There must not be any oily spots or smudges on walls, caused by

		touching them.
	5.1.6.5	Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions will be free of dust.
	5.1.6.6	All corners and high areas in the building are to be free of cobwebs at all times.
5.1.7	⁷ <u>Damp-wipin</u>	g
	5.1.7.1	Mirrors, ashtrays, door glass, and all other glass that can be reached while standing on the floor, shall be clean and free of dirt, dust, streaks, and spots. (This job does not include major window washing duties.)
5.1.8	Carpet Care	
	5.1.8.1	Carpet shall be vacuumed every night.
	5.1.8.2	Carpet shall be clean and free from dust, dirt, and other debris.
	5.1.8.3	There shall be no trash or foreign matter under desks, tables, or chairs.
	5.1.8.4	Carpet must be shampooed every three (3) months or as needed and spot cleaned nightly or as needed.
	5.1.8.5	Any furniture moved during carpet cleaning must be returned.
	5.1.8.6	Loose carpet tile must be replaced immediately.
<u>Clear</u>	Drinking Foun	<u>tains</u>
	5.2.1	Drinking fountains must be clean and free of stains.
	5.2.2	The wall and floor around the drinking fountains shall be free of spots and water marks.
	5.2.3	All other surfaces of the fountains will be free of spots, stains, and streaks.
<u>Stairw</u>	ay Cleaning	
5.3.1	Sweeping and	d Dusting
	5.3.1.1	Stair landings, steps, and all corners of stair treads shall be free of loose dirt or dust streaks after sweeping.
	5.3.1.2	Stair railings, door moldings, ledges, and grills shall be dust free after
Floor (Cleaning	dusting. The dust shall be removed rather than pushed around.

5.4 <u>Floor Cleaning</u>

5.2

5.3

5.4.1 Preparation for Mopping

5.4.1.1 Cleaning solutions, where used, will have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.

- 5.4.1.2 Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions.
- 5.4.1.3 The space to be mopped must be properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

5.4.2 Floor Mopping

- 5.4.2.1 The mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
- All mopped areas will be clean and free from dirt streaks, mop marks and strands, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness.
- Walls, baseboards, and other surfaces will be free of water scars or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and water.
- Care must be taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas of baseboards.

5.4.3 Preparation of Floor Area for Waxing

- 5.4.3.1 The floor area will be free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and shall be thoroughly clean.
- Walls, baseboards, furniture bases, and other surfaces will be free of water marks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.
- 5.4.3.3 All cleaned surfaces must be wiped dry to ready the floor for the application of wax.

5.4.4 Waxing

- 5.4.4.1 The surface to be waxed must have the proper type of wax applied in accordance with best operating practices.
- 5.4.4.2 The wax should be applied thinly, uniformly, and evenly, in such a manner as to avoid skipping of areas, and should be allowed to dry properly before being polished.
- Walls, baseboards, furniture, and other surfaces should be free of wax residue and marks from the equipment.
- 5.4.4.4 The waxed area must be free of streaks, mop strands marks, skipped areas, and other evidence of improper wax application.

5.5 Floor Cleaning

5.5.1 Spray Buffing

- 5.5.1.1 The wax or damp-mopped surface shall be dry before being buffed.
- 5.5.1.2 Baseboards, furniture, and equipment should not be disfigured or damaged during the buffing work.
- 5.5.1.3 The finished area shall be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machines.

5.5.2 Furniture Arrangement in Waxed Areas

- 5.5.2.1 All rug edges should be replaced to their proper position.
- 5.5.2.2 All moved items of furniture and office equipment must be returned to their original positions.
- 5.5.2.3 Care must be exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

5.5.3 Preparation of Floor Scrubbing

- 5.5.3.1 The machine and other equipment must be checked and readied for work in a careful and thorough manner.
- Addition of motor oil, where required, must be accomplished in a safe and careful way so as to avoid spillage and overfilling.
- 5.5.3.3 Cleaning solutions will be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

5.5.4 Operation of Machine

- 5.5.4.1 The mechanized equipment must be operated only by authorized personnel having sufficient instructions as to its proper and efficient operation.
- 5.5.4.2 The scrubbing machine must be started and operated in a safe and reasonable manner.
- 5.5.4.3 Care of the mechanized equipment must be exercised at all times during its operation to avoid damage to personnel, the building and equipment.

5.5.5 Floor Scrubbing and Rinsing

- Proper precautions must be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.
- 5.5.5.2 The scrubbing work must be performed in such a manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.
- 5.5.5.3 All areas, including areas inaccessible to the machine, which are cleaned by means of deck scrubbing brushes and/or mops, must be clean and

free of dirt, water streaks, mop marks, and string; properly rinsed; and dry mopped to present an overall appearance of cleanliness.

Walls, baseboards, and other surfaces must be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

5.6 Waste Disposal

5.6.1 Paper and Trash Collection, Removal, and Disposal

5.6.1.1	Bagged trash shall be deposited in trash containers provided by the City.
5.6.1.2	All unused waste collection bags shall be in the proper storage location.
5.6.1.3	Cardboard boxes should be broken and deposited in trash containers.
5.6.1.4	Any paper and trash spilled during the collection process must be cleaned up.
5.6.1.5	White paper, brochures, etc. stored in proper place for recycling.

5.7 <u>Building Exterior & Grounds</u>

5.7.1 Grou	nds shall ette butts,	be tetc.)	free at al	of I tir	trash nes.	(candy	wrap,	cans,	newspapers,	programs,
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- 5.7.2 All handicapped ramps must be clean and free of dirt and debris at all times.
- 5.7.3 Exterior trashcans and ashtrays shall be cleaned on a daily basis.

6.0 Lost Articles

6.1 Contractor shall be responsible for returning lost articles to Facility Management.

7.0 Other Duties

- 7.1 Contractor agrees to perform all related custodial tasks as requested by the Director. This may include setup/tear down of tables, chairs, and other furnishings required by an event.
- 7.2 Contractor shall instruct its staff to immediately advise City personnel of any safety hazard, security threat, or needed maintenance noted when performing their duties under this Contract.
- 7.3 Tasks outlined in this Exhibit "B-1" are generally accepted cleaning guidelines and not intended to be all-inclusive.

8.0 Minimum Wage and Employee Benefits

8.1 Contractor shall pay all employees at least the minimum hourly rates set out below while working under this Contract.

Description/Position Title	Minimum Hourly Wage
Entry level regular workers	\$6.30
Customer Service Representatives	\$8.00
Supervisors	\$8.50
Furniture Repair personnel	\$10.00

- Additionally, to reward good performance, Contractor is encouraged to evaluate its employees after a minimum of six months on the job, using an objective evaluation system, to determine if the employees qualify for an increased pay rate and change in title.
- 8.3 If, during the term of this Contract, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request (s) for increase in the Contract Fees for consideration, provided such request is accompanied by documentation as requested by the Director verifying that only Contractor's cleaning employees' salaries subject to the minimum wage law but not already at the new minimum wage level were increased accordingly.
- 8.4 The two contract renewal years are subject to adjustments in the contract price and requirements to accommodate any City-wide health insurance requirements for contractors which the City may adopt after the commencement of this Contract.

9.0 Additions & Deletions

The City by written notice from the City Purchasing Agent or the Director to the Contractor, at anytime during the term of this Contract, may add or delete like or similar equipment and/or services to the list of equipment and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the Director. Equipment and/or services added shall be subject to the Contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment and/or service is not identical to any item already under the Contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment and/or services classified in the fee schedule.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of cleaning & janitorial services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

11.0 WARRANTY OF SERVICES

11.1 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

"Correction" as used in this clause, means the elimination of a defect.

- 11.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 11.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the

12.0 LIQUIDATED DAMAGES

- Contractor and City agree that the Cleaning and Janitorial services should be provided in an effective and efficient manner to ensure that conventions and events provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that if it fails to comply with the requirements of this Contract and the Exhibits attached hereto, City may assess liquidated damages for non-performance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-performance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.
- The Liquidated Damages specified in this Contract encourage labor practices in accordance with the Fair Labor Standards Act and labor laws in the State of Texas, in addition to compliance with performance standards set out in this Contract.
- However, under no circumstances shall liquidated damages assessed against Contractor exceed five percent (5%) of total amount due to Contractor (or not more than \$100,000.00 per year, whichever is greater) in any given Contract year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.
- The assessment of liquidated damages by the City are predicated on predetermined damages the Department will suffer in contractual obligations with tenants and lessees if services are not performed as specified, and are not a penalty. When liquidated damages have been invoked, the Contractor shall calculate such and include the deduction on the next invoice. The Director shall be the final authority on whether or not failures are the fault of the Contractor and whether or not damages are to be invoked. Continual failures by the Contractor shall be cause for termination of the Contract and use of performance bond monies to effect required performance.
 - 12.4.1 Liquidated damages will not apply to Force Majeure conditions.
 - 12.4.2 The parties agree that the assessment of liquidated damages by the City shall never be construed as an exclusive remedy. The City shall always have the right to avail itself of other remedies available to it in law or equity.
 - 12.4.3 To retain competent cleaning personnel, Contractor agrees that its cleaning employees shall be paid in a fair, accurate, and consistent manner. Accordingly, simultaneous errors in payroll procedures may result in multiple damages.
- The Contractor supports the need for liquidated damages and agrees with the Department that liquidated damages will be assessed as follows:

12.6 Concept

12.6.1 Failure to comply with the requirements of this Contract and more specifically Exhibits "A," "B-1", and "B-2" may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have one (1) hour in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within one (1) hour) and respond to the Director in writing of the

corrective action taken. If the unsatisfactory condition is not corrected, or action is not initiated where appropriate, the liquidated damages will be applied. The one (1) hour notice period shall begin when written or oral notice is delivered to the Contractor's appropriate employee.

12.6.2 The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled cleaning personnel not reporting for duty. In those instances, Contractor will be notified orally or in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the discretion of the Director. The Director's decision shall be final.

12.7 Inspection Rights

City reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of the Contract an unlimited number of times. Liquidated damages shall be assessed for each twenty-four (24) hour period that a correctable condition exists beyond the one-hour notice period.

12.8 Correctable Conditions Include but are not limited to:

- 12.8.1 Failure to submit to Director all training materials for approval. <u>Liquidated Damages</u> – Five hundred (500) dollars.
- 12.8.2 Allowing employee who has not completed training to work without supervision. <u>Liquidated Damages</u> – Fifty dollars (\$50) per employee, per day.
- 12.8.3 Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios). Liquidated Damages Fifty dollars (\$50) per instance.
- 12.8.4 Lack of familiarity with Facility layout or services.

 <u>Liquidated Damages</u> Fifty dollars (\$50) per occurrence.
- 12.8.5 Failure to provide written reports on time.

 <u>Liquidated Damages</u> Fifty dollars (\$50) per day, per report.
- 12.8.6 Failure to provide weekly work schedule on time.

 <u>Liquidated Damages</u> Fifty dollars (\$50) per occurrence.
- Upon the third and additional instance of <u>any</u> repeat condition, in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the one (1) hour period allowed for correction.

12.9 Non-Correctable Conditions include but are not limited to:

- 12.9.1 Contractor employee asleep on duty.

 <u>Liquidated Damages</u> A charge of \$50 per hour for each hour of the shift in which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty will be replaced immediately.
- Failure to provide adequate timesheet documentation showing Contractor's employee worked number of hours charged to City.

 <u>Liquidated Damages</u> The amount charged for undocumented hours.
- 12.9.3 Failure of Contractor to respond to work requests in a timely manner.

 <u>Liquidated Damages</u> The City should be credited for the amount it would cost the City

to be in the same position as if the lack of performance had not occurred. If a specific cost cannot be attributed to an occurrence of non-performance, then the City shall receive a credit of \$100 per hour for each hour of non-performance, beginning one hour from the time Contractor receives notification and ending when Contractor begins to perform the necessary services, as defined in the Contract.

- Failure of Contractor to respond to emergency requests within one hour.

 <u>Liquidated Damages</u> If Contractor fails to respond within one hour to an emergency request, then the Facility experiencing the emergency should be credited for five percent (5%) of the cost of its monthly fee, for each such occurrence.
- 12.9.5 Failure of Contractor's Project Manager to return phone calls within one hour after being telephoned by a Facility Manager.

 <u>Liquidated Damages</u> \$50.00 shall accrue for each such incident.
- 12.9.6 Contractor's failure to distribute paychecks to employees on time, by 3:00 p.m. on payday, shall result in liquidated damages of \$50.00 for each thirty (30) minutes that paychecks are late.
- 12.9.7 Failure to pay employees with checks drawn on sufficient funds shall result in the following liquidated damages: Contractor shall pay each employee both the amount of the employee's check and an additional \$50.00 per dishonored check, per employee, and provide evidence to the Director that such payments have been made. Upon the second or subsequent such occurrence, Contractor shall also reimburse the employee for any associated bank charges the employee may incur as a result of Contractor's wrongful actions.
- Paychecks that are inaccurate and result in an underpayment to an employee or which withhold overtime owed to an employee, shall result in the following liquidated damages: Contractor shall pay each employee who has been underpaid both the amount owed to the employee and an additional \$100 for the inconvenience of not being paid the correct amount. In addition, if the payment error is not corrected on the first day that it is reported to the Contractor by the employee, either orally or in writing, the Contractor shall pay the employee an additional \$100 per day for each day that the error is not corrected, plus the correct amount owed to the employee. Contractor shall provide sufficient evidence to the Director that such restitution has been made.

13.0 PHASE-IN/PHASE OUT SERVICES

13.1 CONTRACTOR'S PHASE-IN - Contractor must be prepared to accomplish a smooth and successful transition of special event cleaning and janitorial services and will have up to a thirty (30) day phase-in period. Contractor's phase-in period shall begin upon receipt of a start phase-in notice from the Department (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) or fewer days preceding the receipt of Notice to Proceed. Contractor will not be paid for the phase-in period. The incumbent contractor shall be responsible for performing the duties and services listed in its contract during Contractor 's phase-in period. During the phase-in period, Contractor shall arrange to have necessary supervisory and other personnel on site to observe the operation of the special event cleaning and janitorial services. Contractor may use this phase-in period to recruit and transfer personnel, train personnel, arrange for uniforms, establish management procedures, set up records, ensure adequate equipment is in place for special event cleaning and janitorial services, and otherwise prepare for the assumption of control without disruption of operations. During the phase-in period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Contractor shall have no responsibilities for performing the special event cleaning and janitorial services during the phase-in period. The phase-in period will end

- at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the special event cleaning and janitorial services.
- 13.2 CONTRACTOR 'S PHASE-OUT Contractor recognizes that the services provided by the Contract are vital to the City's overall efforts to provide safe and clean convention and entertainment facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Contract a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.
- 13.3 Accordingly, Contractor shall be required to provide phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include explanation of procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Contract during its phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Contract. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

SECTION "B-2"

SCOPE OF SERVICES FOR MILLER OUTDOOR THEATRE

1.0 Personnel Requirements

- 1.1 Contractor shall perform cleaning and janitorial services for Miller Outdoor Theatre located at 100 Concert Drive, Houston, Texas 77030. The cleaning and janitorial services shall include, but not be limited to, supplying supervision, labor, and equipment necessary for the cleaning and janitorial services specified herein.
- 1.2 Contractor shall provide the following employees defined below on short notice to augment the City's personnel resources:
 - 1.2.1 Supervisors
 - 1.2.2 Cleaning Personnel
- 1.3 Contractor shall provide from one (1) to twenty (20) additional cleaning personnel per shift or shorter or longer period of time is mutually agreed upon by the City and the Contractor. The Contractor shall provide one (1) supervisor per shift (a supervisor shall be on duty at all times). Contractor shall provide one (1) bilingual male and one (1) bilingual female employee each shift. Background checks shall be successfully completed for all personnel. The supervisor should be a "working" bilingual supervisor, fluent in English and Spanish, with the ability to communicate both in writing and verbally to the supervised employees.
- 1.4 A shift is defined as a scheduled six (6) to eight (8) hour work period, "Daily Cleaning Shift" or "Evening Performance Shift."
- 1.5 For supervisory personnel, the Contractor shall use only personnel having specific skills and training required to accomplish the duties required as mutually agreed with the Department. Contractor's training program must include customer service training and must be approved by the Facility Manager or his/her designee.
- 1.6 For cleaning personnel, the Contractor shall provide only supervisors and other personnel capable of comprehending and executing instructions as they relate to the duties required by this Contract and the Facility Manager or his/her designee.

2.0 Contractor's Responsibilities

- 2.1 The responsibilities of the Contractor's on-site supervisor include, but are not limited to, the following:
 - 2.1.1 Direct supervision of Contractor's employees.
 - 2.1.2 Develop, implement, and manage an organized system for all personnel to ensure compliance with the Contract and provide quality assurance.
 - 2.1.3 Develop familiarity with industries that comprise the entertainment facilities, theater clients, i.e., the performing arts, concerts, etc.
 - 2.1.4 Develop an efficient and effective maintenance operation with the Facility Manager or his/her designee.
 - 2.1.5 Provide documentation of on-going written and oral training programs in state of the art cleaning techniques, customer service, and safety for Contractor's personnel.
 - 2.1.6 Must be on call twenty-four (24) hours a day, seven (7) days a week to handle Department requests.

- 2.1.7 Schedule personnel as requested by the Facility Manager or his/her designee.
- 2.2 Responsibilities of the on-site supervisor (Customer Service Representative) include, but are not limited to, the following:
 - 2.2.1 Scheduling of personnel as requested by the Facility Manager or his/her designee.
 - 2.2.2 Ensure proper clock in and clock out procedures for Contractor's personnel.
 - 2.2.3 Account for all personnel on duty within five (5) minutes prior to start time when requested by the Facility Manager or his/her designee.
 - 2.2.4 Attend staff meetings held by the Facility Manager or his/her designee during regularly scheduled work shifts upon request.
 - 2.2.5 Ensure good quality performance by Contractor's personnel.
 - 2.2.6 Implement and monitor security procedures for Contractor's personnel and compliance with security procedures established by the Facility Manager or his/her designee.
 - 2.2.7 Maintain well groomed, neat attire and professional manner at all times when on duty at Miller Outdoor Theatre.
 - 2.2.8 Ensure that Contractor's personnel comply with applicable City and departmental policies and procedures. The Facility Manager or his/her designee will provide copies of applicable policies and procedures.
 - 2.2.9 Ensure services performed by inefficient, ineffective or unsuitable personnel are discontinued upon receipt of notification by the Facility Manager or his/her designee.
 - 2.2.10 Be present on site during daily cleaning shift, evening performance cleaning shift and special cleanings to ensure the quality of staff, cleaning and maintenance.
- 2.3 Contractor's supervisors and all Contractor's personnel shall be subordinate to the Facility Manager or his/her designee. At least one supervisor shall be on site at Miller Outdoor Theatre during each and every shift. Communications concerning cleaning and janitorial services shall be addressed to the on-site supervisor.
- 2.4 The Contractor shall establish and maintain records for all requests submitted by the Facility Manager or his/her designee and invoices sent to the City for payment. All records shall be kept at a location suitably accessible to City representatives and other authorized individuals. The City shall have the right to inspect and audit all such records.
- 2.5 The Contractor must provide the Facility Manager or his/her designee with a twenty-four (24) hour a day, seven (7) days per week telephone answering service, or phone numbers for contacting the Contractor at any time. These numbers must be kept current and phone calls must be returned within one hour.
- 2.6 The Contractor shall provide confirmation in writing to the Facility Manager or his/her designee, the name(s) of personnel who will report for assigned shifts at Miller Outdoor Theatre. This confirmation must take place prior to the time the Contractor's personnel are to report for work assignments.
- 2.7 The Contractor shall provide at no additional expense to the City the appropriate personnel to monitor on-site the arrivals and departures for the signing in and out of the Contractor's

- personnel. The Contractor shall provide a time clock for use by its personnel and provide a copy of the attendance documents to the Facility Manager or his/her designee, as requested.
- 2.8 The Facility Manager or his/her designee, will provide the Contractor's on-site supervisor an oral or written list of anticipated duties the required Contractor's personnel are to be capable of providing. Examples of some typical duties are listed in Section 9.0, Daily Cleaning, and Section 10, Performance Cleaning. Such responsibilities can be general in nature such as porter or maid service, but must be defined in such a way that the Contractor will be able to provide personnel with the proper training and work skills.
- 2.9 The Facility Manager or his/her designee shall have the right to set the hours and times services are required. These times shall not be limited to a certain time period during the day. Requirements for services may be scheduled at any time during the day or night, weekends and/or holidays. At no time will the Department be responsible for payment of any overtime worked by Contractor's employees.
- 2.10 The Contractor's supervisors shall have the responsibility for explaining tasks and assignments to the Contractor's personnel or to relieve or replace such personnel as necessary.
- 2.11 The Contractor shall prepare its personnel's payroll checks, make all necessary deductions, pay all taxes and insurance required by federal, State and local laws. The Contractor's personnel are not employees of the City and shall not be considered as such, nor shall they be entitled to benefits and provisions which are due employees of the City.
- 2.12 The Contractor shall perform all necessary background, criminal and reference checks on all its personnel because janitorial staff will be in direct contact with children and the general public. At no expense to the City, Contractor must verify the personnel or applicants' skills.
- 2.13 The City reserves the right to instruct the Contractor to remove and immediately replace unsatisfactory (drunk, disorderly, insubordinate, unprofessional, etc.) personnel from specific tasks and from working on this Contract upon receiving notice from the Facility Manager or his/her designee.
- 2.14 The Contractor must provide personnel with acceptable dress, personal hygiene, reliability, punctuality, honesty, proper work habits and proper behavior required during events in accordance with the needs of the Facility Manager or his/her designee.
- 2.15 The Contractor must provide personnel who are familiar with the Miller Outdoor Theatre layout.
- 2.16 The Contractor must develop and use a written orientation program approved by the Facility Manager or his/her designee, to be used as a handout, specific to Miller Outdoor Theatre.
- When new personnel are provided, the Contractor is to conduct an eight (8) hour minimum indoctrination of the Miller Outdoor Theatre layout and proper use of equipment. Contractor's safety policies shall include, but are not limited to, back injury prevention techniques and proper application of cleaning chemicals and established cleaning techniques. Training shall be done at the Contractor's cost, prior to the new personnel commencing with work assignments. The format of such training must be approved in advance by the Facility Manager or his/her designee. Documentation of training performed must be provided to Facility Manager or his/her designee.
- 2.18 The Contractor shall provide five (5) sets of complete uniforms to each employee working at Miller Outdoor Theatre. Uniforms shall be first quality, clean and pressed, of good appearance and free from foreign matter, stains, burns, scorched spots, tears or holes and excessive visible mending. The Contractor must provide photographs and specifications of the uniforms within five days from the City's request for approval by the Facility Manager or his/her designee.

- 2.19 All Contractor's employees shall wear the uniform required and selected by the Facility Manager or his/her designee consisting of navy blue pants and white short sleeve shirts for Miller Outdoor Theatre. The required uniform must include the Facility's logo. Shoes must be clean, appropriate work shoes. All temporary labor and personnel hired by the Contractor shall also be required to wear the same uniform.
- 2.20 The Contractor must provide, at no expense to the City, photo-bearing identification badges to be worn at all times by all of its regular employees (personnel working at least sixteen (16) hours or more per week), and badges numbered from one (1) to one hundred (100) to be worn at all times by all of its temporary personnel. The numbered badge must be logged daily, so identity can be traced if necessary.
- 2.21 The Contractor shall furnish any and all necessary equipment required to perform cleaning and equipment maintenance/repair services. The Contractor shall be responsible for the repair and/or replacement of any furniture fixtures, equipment, or other items stolen or damaged by the Contractor's personnel.
- 2.22 The Contractor shall furnish its employees with hand held, two-way radios. These radios must operate on the same frequency as the Miller Outdoor Theatre radios. The Contractor shall furnish a minimum of two (2) radios at Miller Outdoor Theatre. The Contractor shall be responsible for the service of these two-way radios. Extra batteries must be available also; they can be replaced at shift change.

3.0 ISSUANCE OF KEYS

The issuance of one or more keys to the Contractor places responsibility on the Contractor for keeping all securable areas and the building locked while Contractor's employees are on the premises. It shall be the responsibility of the Contractor to ensure that no unauthorized individual enters into buildings and/or secure areas while the Contractor is in possession of the keys to such work area. Should the Contractor discover any areas unlocked which would normally have been locked he/she shall report that finding immediately to the Facility Manager or his/her designee.

4.0 TASK FREQUENCY

The task and frequency schedule indicates the anticipated frequency for tasks; however, it shall be the Contractor's responsibility to effect immediate cleaning procedures in any area where the visible appearance does not meet with the approval of the Facility Manager or his/her designee.

5.0 INSPECTION OF WORK

Daily random inspections will be made by the Facility Manager or his/her designee. Any evidence of incomplete or inadequate cleaning will be called to the attention of the Contractor who must then take immediate action to correct the deficiency.

6.0 FURNISHING OF SUPPLIES AND EQUIPMENT

- The Contractor shall furnish all equipment for servicing the Miller Outdoor Theatre. The City shall furnish all supplies for servicing of this Contract. The City shall furnish all supplies to include but not limited to cleaning powders, cleaning liquids, waxes, towels, tissue, toilet paper, poly liners, garbage bags, bar soaps, and liquid soap. The City will also provide gloves, brushes, squeegees, brooms, mops, buckets, and sponges. Contractor shall furnish vacuums, blowers, and a pressure washer for use at the Miller Outdoor Theatre at no additional cost.
- 6.2 These are the specifications for equipment Contractor shall provide for services at the Miller Outdoor Theatre:

Equipment List

One (1) Shop-Vac 16 Gallon 5.0 HP Contractor Duty Wet/Dry Vacuum

One (1) Backpack Leaf Blower 44cc Gas Powered 175mph. Providing dependable operation and exceptional comfort for long hours of operation 44 cc commercial-grade dual-ring piston engine.

One (1) 5 HP gasoline engine, 2400 PSI pressure washer at 2.5 GPM. Heavy-duty, high flow, oil bath pump pneumatic wheels spray wand with 5 spray nozzles 25' X 5/16" industrial hose with quick connect fittings.

Two (2) 8 pound upright vacuum cleaners with hypo-allergenic filtering system, edge brushes non-marring bumpers, cord guard.

Two (2) tilt trucks, one cubic yard capacity, sturdy, plastic construction. Easy to maneuver and dump contents, wheels and axle inset to prevent damage to interior surfaces and equipment. SIZE: 72-1/4 L x 33-1/2 W x 43-3/4h.

6.3 A conveniently located locking storage room will be available to the Contractor for the storage of equipment and supplies on the job site. Supplies on site should be maintained for immediate use only. Gas operated equipment and fuel containers cannot be stored on site. The keys to the storage room will be included with the set of building keys issued. Contractor shall be responsible for lost, damaged, or stolen equipment. Contractor's equipment will belong to Contractor at the end of the Contract.

7.0 AREA

This Contract is for the areas of Miller Outdoor Theatre which are open to the public and includes the restrooms with 98 toilets and urinals, seating area, the Hill, surrounding area, and the sides of the Theater out to the street. See attached map.

8.0 TYPICAL CLEANING TASKS

8.1 The following are typical but not inclusive of the cleaning services that will be required under this Contract:

8.1.1 Daily Cleaning Regular Season

365 days of regular cleaning 7:00 a.m. – 6:00 p.m. This requires one (1) male attendant and one (1) female attendant (one being a working Customer Service Representative). In addition, two (2) attendants may be needed to clean area on map (see attachment). Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee, with eight (8) hour advance notice. A male attendant must clean male restrooms and a female attendant must clean female restrooms as restrooms need to be clean at all times.

8.1.2 Performance Cleaning

A minimum of 85 to 100 days of performance cleaning 6:00 p.m. – 12:00 a.m. This requires one (1) male attendant and one (1) female attendant (one being a working Customer Service Representative). In addition, four (4) attendants may be needed to clean area on map (see attachment). Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee, with eight (8) hours' advance notice. A male attendant must clean male restrooms and a female attendant must clean female restrooms as restrooms need to be clean at all times.

8.1.3 Pressure Washing

The seated area and concession area shall be pressure washed once a month or as assigned by Facility Manager, or his/her designee. Food vendor areas on the East Plaza and West Plaza must be washed with hose, soap and scrubbing brooms after vendors remove booths or as assigned by the Facility Manager, or his/her designee. Pressure washing must be performed with a ¾" heavy garden hose and spray nozzle. Should Contractor wish to rent a machine to pressure wash the designated areas, it will be at no additional cost to the City and the pressure level and tips must be approved by the Facility Manager or designee.

9.0 DAILY CLEANING

- 9.1 The typical basic cleaning service shall be performed on a daily basis per the frequency schedule. Cleaning tasks involved on the daily schedule may also be accomplished on the special cleaning schedule as follows:
 - 9.1.1 Restroom Cleaning covers the public restrooms. The cleaning tasks shall include:
 - 9.1.1.1 Collection of trash
 - 9.1.1.2 No trash shall be on the floor.
 - 9.1.1.3 The bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container.
 - 9.1.1.4 Overflow bags must be placed behind trash dumpster.

9.1.2 Cleaning of sanitary receptacles

- 9.1.2.1 All sanitary receptacles shall be empty, cleaned both inside and out and contain liners.
- 9.1.2.2 All sanitary receptacles shall be free of spots, stains and finger marks.
- 9.1.2.3 All sanitary receptacles shall be free of odors.

9.1.3 Cleaning of restroom fixtures

- 9.1.3.1 All porcelain surfaces of wash basins, toilets and urinals shall be free of dust, dirt spots and stains.
- 9.1.3.2 The wall surfaces shall be free of spots and smears.
- 9.1.3.3 All toilet seats shall be left in a raised position after cleaning. They shall be free of spots, stains and the seat hinges shall be free of mold.
- 9.1.3.4 The plumbing fixtures shall be free of mold and water stains.
- 9.1.4 Cleaning of supply dispensers, walls, stall partitions, doors, shelves, mirrors and floors
 - 9.1.4.1 All supply dispensers shall be clean and free of finger marks and water spots.
 - 9.1.4.2 All shelves and shelf brackets shall be free of gum, dust, fingerprints and water spots.
 - 9.1.4.3 All mirrors shall be free of streaks, smudges, water spots, and dust, and shall not be cloudy.
 - 9.1.4.4 Walls, stall partitions, and doors shall be free of hand marks, dust, pencil marks, smudges, water streaks, mop marks, and mold.

9.1.5 Floor Cleaning

- 9.1.5.1 The space to be mopped shall be properly prepared for the mopping operation by sweeping the floor as necessary and otherwise clearing of visible debris.
- 9.1.5.2 The mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
- 9.1.5.3 All mopped areas shall be clean and free from dirt streaks, mop marks and strands, all properly rinsed and dry mopped to present an overall appearance of cleanliness.
- 9.1.6 Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and

rinse water.

- 9.1.7 Typical Seating Area Cleaning involves the covered public seating area and surrounding walkways, including the portion of the stage open to the public. This cleaning task shall consist of:
- 9.1.8 Trash Pick Up

9.1.8.1 Pick up and remove all trash and litter from floor.

9.1.8.2 Bags containing contents shall be deposited in approved large disposal container.

- 9.1.9 Floors, Walkways, and Seats
 - 9.1.9.1 Sweep floors, removing all debris, dust, and dirt.
 - 9.1.9.2 Sweep and wash down walkways.
- 9.1.10 Wipe down all seats, removing all food particles, gum, and dirt.
- 9.1.11 Clean Drinking Fountains
 - 9.1.11.1 Drinking fountains shall be clean and free of stains.
 - 9.1.11.2 All other surfaces of the fountain shall be free of spots, stains and streaks.
- 9.1.12 Typical Hill and Surrounding Area Cleaning consists of:
 - 9.1.12.1 The Hill cleaning (area on the sides of the Hill out to the street (see attached drawing), the area in front of the theater out to the street):
 - 9.1.12.1.1 Pick up and remove all litter and trash.
 - 9.1.12.1.2 Empty and replace the liners in trash containers.
 - 9.1.12.1.3 Clean the walkways in front of the theater.
- 9.1.13 Cleaning the exterior front of the theater
 - 9.1.13.1 Wash exterior glass, mirrors, door glass, and all other glass. Glass shall be clean and free of dirt, dust, streaks, and spots.
 - 9.1.13.2 Walls and concession stand door shall be free of finger marks and other dirt spots of any kind.
 - 9.1.13.3 Wash the East and West Plaza with hose, soap, and brooms.

10.0 PERFORMANCE CLEANING

- 10.1 Description of the typical basic service cleaning, which will be done before, during, and after each performance:
- 10.2 Before Performance

Cleaning staff will report to work prior to each performance in time to check and clean as needed the restrooms, seating area, and Hill area so as to ensure the facilities and grounds are clean for the performance.

10.3 During Performance

One (1) male and one (1) female employee will work during each scheduled public performance. Their task during the performance will be to keep the restrooms cleaned and the dispensers filled; keep the trash picked up and placed into plastic trash liners around the Concession Stand, and clean up spills as needed. In addition four (4) employees will clean the Hill and surrounding area (see Attachment "A"). Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with eight (8) hours' advance notice.

11.0 AFTER PERFORMANCE

The basic cleaning service described in Daily Cleaning will be performed following each performance. This cleaning schedule will be coordinated with the Facility Manager or his/her designee. For night performances, the basic cleaning service will normally be performed early the next morning. There may be occasions where it is necessary to retain personnel to work between the hours of 12:00 midnight and 7:00 a.m. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with eight (8) hours' advance notice.

12.0 TYPICAL SPECIAL CLEANING

Post performance cleaning services shall consist of performing the tasks listed under the Daily Cleaning schedule as well as performing a thorough wash down cleaning of the restrooms, seating area, walkways, and drains. Special cleaning shall be performed by request of the Facility Manager or his/her designee.

13.0 WORK PERIODS

These are the hours when cleaning will normally be performed. These hours will have to be modified as needed to accommodate rehearsals and special condition. The Facility Manager or his/her designee will coordinate these modifications.

14.0 INVOICING LANGUAGE

14.1 All invoices shall be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices on Contractor's company stationery with the original signed by an authorized agent of the company. Payment of invoices will be made within 30 days of receipt of correct invoices, unless there is a bona fide dispute between the City and the Contractor concerning the Cleaning and Janitorial Services performed. The City reserves the right to review all invoices received for accuracy and compliance with the terms, conditions and fee schedule of this Contract. The City further reserves the right to reject invoices received without proper documentation where applicable.

14.2 Invoices shall contain the following information:

City Contract No. and Ordinance No.

Facility Name and/or Address.

Itemized description of Services Provided.

Cost for service provided, in accordance with the Fee Schedule.

Any additional work billed shall be itemized to show the name of the Contractor's employee(s), date, times of service, total number of labor hours completed, a copy of written authorization. Total Invoice Cost.

EXHIBIT "C" EQUAL EMPLOYMENT OPPORTUNITY

- 1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
- 2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- 5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
- 6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
- 7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

- 1. HS Direct (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
- 2. (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
- 3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
- 4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 "the Act"). Arbitration shall be conducted according to the following procedures:
- a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
- b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

ATTACHMENT

DRUG POLICY COMPLIANCE AGREEMENT

Ι,	David A. Waddell, Vice President		as an owner or officer of Name) (Print/Type)
			(Title)
ARA	MARK Sports and Entertainment Services, In	nc.	(Contractor)
	(Name of Co	ompany)	
Hous boun	authority to bind Contractor with respect to its bid, ton; and that by making this Agreement, I affirm the by and agree to designate appropriate safety in ing requirements before the City issues a notice	at the Contractor is aware mpact positions for comp	of and by the time the contract is awarded will be
1.	Develop and implement a written Drug Free W meet the criteria and requirements established Drug Policy) and the Mayor's Drug Detection a for Contractors (Executive Order No. 1-31).	by the Mayor's Amended	ed drug testing procedures for the Contractor that Policy on Drug Detection and Deterrence (Mayor's es
2.	Obtain a facility to collect urine samples consist drug testing laboratory to perform the drug test	tent with Health and Huma ts.	an Services (HHS) guidelines and a HHS certified
3.	Monitor and keep records of drug tests give confirmation of such testing and results.	n and the results; and u	pon request from the City of Houston, provide
4.	Submit semi-annual Drug Policy Compliance D	Declarations.	
	m on behalf of the Contractor that full compliance tion of the contract with the City of Houston.	e with the Mayor's Drug Po	olicy and Executive Order No. 1-31 is a material
comp	er acknowledge that falsification, failure to compliance with the Mayor's Drug Policy and/or Executionary result in non-award or termination of the contr	ive Order No. 1-31 will be	considered a breach of the contract with the City
July 2	27, 2006 Date		
		Contractor Name	ARAMARK Sports and Entertainment Services, Inc.
		Signature By	Malh
		Title	David A. Waddell Vice President

ATTACHMENT *

Contractor's Certification of No Safety Impact Positions In Performance of a City Contract

١,	David A. Waddell, Vice President		as an owner or officer of
•	(Name) (Print/Type)	(Title)	as an owner or officer of
respe Orde	r No. 1-31 that will be involved in performing th	tor has no employee safety is City Contractor.	ntractor) have authority to bind the Contractor with impact positions as defined in §5.18 of Executive agrees and covenants that it shall immediately notify o provide services in performing this City Contract.
July	27, 2006		
	Date		
		Contractor Name	ARAMARK Sports and Entertainment Services, Inc.
		Signature	BY: Odlbulle
		Title	David A. Waddell Vice President
ı	CITY OF HOUSTON DRUG [RTIFICATION OF NON DETECTION AND DET FOR CONTRACTORS	
-,	(Name) (Print/Type)	(Title)	as an owner of officer of
respectations of the color of t	dar year and also certify that Contractor has no it will be involved in performing this City Contra- ties that if performed with inattentiveness, erro takes that could present a real and/or imminen	or has fewer than fifteen (15 employee safety impact pos ct. Safety impact position m rs in judgment, or diminishe	tractor) have authority to bind the Contractor with employees during any 20-week period during a sitions as defined in 5.18 of Executive Order No. 1-eans a Contractor's employment position involving d coordination, dexterity, or composure may result h or safety of the employee, co-workers, and/or the
	Date		
		Contractor Name	ARAMARK Sports and Entertainment Services, Inc.
		Signature	
		Title	David A. Waddell Vice President

EXHIBIT "G" DRUG POLICY COMPLIANCE DECLARATION

ı, <u>Vanc</u> (Nam	essa Hernande (Print/Type)	7 C1 (Title)	eneral	Mangr	owner or officer of
ARAN	DARK Facility	Serv (Name of	Company)		_ (Configator or Vendor)
have person	al knowledge and full authority	to make the	e following decl	arations:	
This reportin	g period covers the preceding (6 months fro	om Feb. 1	4 to 7	My 14 20 06
Initials	A written Drug Free Workpla The policy meets th Detection and Deterrence (M	e criteria e	established by	nented and e the Mayor's	mploynes notified. Amended Policy on Drug
VH Initials	Written drug testing procedur Drug Detection and I Employees have been notifie	Deterrence	Procedures for	d in conformi Contractors	ity with the Mayor's , Executive Order No. 1-31.
Initials	Collection/testing has been conservices (HHS) guidelines.	·		ith federal He	ealth and Human
Initials	Appropriate safety impact pos performing on the City positions during this reporting	∕ of Housto	n contract. The	ed for employ e number of	yee positions employees in safety impact
VH Initials	From Feb. 14 to (Start date)		d date)	he following t	test has occurred
		Random	Reasonable Suspicion	Post Accident	Total
Number Em	ployees Tested	VΠ	0	1	68
Number Emp	ployees Positive	3	0	1	L
Percent Emp	loyees Positive	4.4%	0	100%	5.8%
Initials	Any employee who tested pos- consistent with the Mayor's Po	itive was im licy and Exe	mediately remo	oved from the	Cit, vorksite
Initials	l affirm that falsification or failu established guidelines will be o	re to submi onsidered a	t this declaratio a breach of con	in timely in ac itract.	ccordance with
l declare unde declaration are	er penalty of perjury that the within my personal knowledge	affirmations and are tru	s made herein le and correct.	and all info	ormation contained in this
(Date)	0/06	-	Typed or Pri	inted Name)	ernandez
			(Title)	1 1	lanager

EXHIBIT "H"

FEES AND COSTS

CONVENTION & ENTERTAINMENT FACILITIES

ALL FIVE YEARS

Supervisors Hourly Rate	\$	11.00/hr
Cleaning Personnel Hourly Rate	\$	8.79/hr
Equipment Maintenance/Repair Personnel Hourly Rate	\$	14.30/hr
Furniture Repair Personnel Hourly Rate	\$	14.30/hr
Customer Service Representative Hourly Rate	\$	13.56/hr
Parts and Materials for Equipment/Furniture Repairs	Co	ost + <u>2%</u>

EXHIBIT "I" PERFORMANCE BOND

TERM OF THE BOND: 10/30/06 TO

10/29/07

BOND #929394629

THE STATE OF TEXAS	§	
COUNTY OF HARRIS	§	§

KNOW ALL MEN BY THESE PRESENTS

THAT WE, ARAMARK Sports and Entertainment Services, Inc. as principal called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves firmly bound to the City of Houston, a municipal corporation in the ONE MILLION FIVE HUNDRED THOUSAND AND 00/100	to be held ar	ıd
ONE MILLION FIVE HUNDRED THOUSAND AND 00/100	e to the City o	of s,

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled LC-R-0734-067-20990 FOR CLEANING AND JANITORIAL SERVICE FOR SPECIAL EVENTS FOR THE CONVENTION & ENTERTAINMENT DEPARTMENT which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

ATTEST: (Corporate Seal) ARAMARK Sports and Entertainment Service (Principal)	es,	Inc
By:Elona Bell By		
ATTEST/WITNESS: (Corporate Seal) THE CONTINENTAL INSURANCE COMPANY (Full Name of Surety)		
By: Cileve (Str) Name: (Typed) ARLENE OSTROFF Title: WITNESS By: Name: (Typed) DANIEL P. DONIGAN Title: ATTORNEY-IN-FACT		
The foregoing bond is approved and accepted this day	of	
REVIEWED: Legal Assistant		

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Simkiss, Richard J Decker, Daniel P Dunigan, Joseph W Kolok Jr, Brian Block, James L Hahn, Individually

of Paoli, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of August, 2005.



The Continental Insurance Company

Michael Gengler

Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

"OFFICIAL SEAL"
MARIA M. MEDINA
Notary Public, State of Minole
My Commission Equity 3/15/08

My Commission Expires March 15, 2009

Maria M. Medina

Notary Public

CERTIFICATE

INSTANCE OF THE PARTY OF THE PA

The Continental Insurance Company

Mary A. Ribikawskis

Assistant Secretary

Form F6850-11/2001

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 929394629

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety 333 South Wabash Chicago, IL 60604

Telephone: (312) 822-5000